

# SUMMARY FORM

## COLLECTIVE BARGAINING AGREEMENT PUBLIC SECTOR / NON-POLICE & NON-FIRE

### Section I: Agreement Details

Public Employer: PC Manchester Regional Board of Education County: Passaic  
Employee Organization: Manchester Education Association Employees in Unit: 60  
Base Year Contract Term: 7/1/2009 6/30/2012 New Contract Term \_\_\_\_\_  
Type of Settlement: ☐ Mediated Settlement ☐ Fact-Finder Recommendation ☒ Voluntary Settlement ☐ Super Conciliation

\* Being negotiated

		Column A Base Year - Total Costs (Last Year of Previous agreement)	Column B New Base Year - Total Costs (First Year of Successor agreement)
<b>Section II: Economic</b>			
Item 1 .....	Salary	\$4,437,546	
Item 2 .....	Increment	\$112,245	
Item 3 .....	Longevity	\$59,730	
Item 4 .....			
Item 5 .....			
Item 6 .....			
Item 7 .....			
Item 8 .....			
Item 9 .....			
Item 10 .....			
Item 11 .....			
Item 12 .....			
Any additional items list on separate sheet Additional Items			
<b>Section III: Totals</b> - Sum of costs in each column		\$4,609,521 (Total)	(Total)

### Section IV: Analysis of new successor agreement

#### NEW AGREEMENT ANALYSIS

Total Base Year (previous agreement) \$4,609,521

Effective Date (m/d/yyyy)

Percent Increase .....

Total cost of increase .....

Total base salary (successor agreement) .....

NO Settlement

### Section V: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement)

Dollar Impact (average per year over term of agreement)

50% \$0 > no settlement

### Section VI

Health Insurance (Indicate costs associated on each line)

	Base Year	Year 1				
Cost of Health Plan .....	\$1,032,663					
Employee Contributions .....	\$8,515					
Prescription .....	\$0					
Dental .....	\$77,000					
Vision .....						

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

### Section VII

Prepared by:

John Serapiglia

Print Name

Signature

Title: Business Administrator

Date: 6/12/2012

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 7/1/2009 thru 6/30/2012.

Employer: PC Manchester Regional HS School District

County: Passaic

Date: 6/12/2012

Name: John Serapiglia

Print Name

Title: Business Administrator

Signature

AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION OF THE PASSAIC COUNTY  
MANCHESTER REGIONAL HIGH SCHOOL DISTRICT  
AND  
MANCHESTER EDUCATION ASSOCIATION  
Covering the Period

JULY 1, 2009

To

JUNE 30, 2012

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PREAMBLE

In order to establish a procedure which will function under Chapter 303 Public Laws of 1968 and Chapter 123, Public Laws of 1974 as enacted by the Senate and General Assembly of the State of New Jersey, together with such amendments as have been enacted thereafter. THIS AGREEMENT IS MADE AND ENTERED INTO on this day of \_\_\_\_\_, 2009 by and between the Board of Education of the Passaic County Manchester Regional High School District (hereinafter referred to as the "Board") and The Manchester Education Association (hereinafter referred to as the "Association") both of which may hereinafter be referred to as parties. All of the terms and provisions of the within agreement to be effective and apply to the parties as of July 1, 2009.

ARTICLE I  
STATEMENT OF TEACHER-ADMINISTRATOR  
BOARD OF EDUCATION RELATIONSHIPS

A. Instructional Council

1. An Instructional Council shall be established to operate in an advisory capacity to the Superintendent. The council shall be comprised of teachers and administrators who shall meet with the Principal, or his/her designee (who shall be a member of the administrative staff) at least once each month, after school, during the school year to review and discuss educational matters relating to Manchester Regional High School.
2. The Council shall consist of three (3) association appointments and three (3) appointments by the Principal. The Principal shall also be a member of the Council, making a total membership seven (7). The Council shall establish its own by-laws. It is understood that the council will not be involved in matters of policy, administrative procedures or grievances.

B. Principles

1. Objectives

- a. Attainment of the objectives of the educational program conducted in the school requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel, the other personnel and citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.
- b. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise with respect to the interpretation or implementation of this agreement and, therefore, do agree upon a grievance procedure for the effective processing and resolution of such disputes as may arise from and within the terms and covenants of the within agreement.

2. Implementation

- a. The provisions of this agreement do constitute a binding obligation of the parties for the duration

hereof unless altered, changed or amended by mutual consent, which must be in writing, signed by both parties. No oral or verbal changes of any kind by either the parties or anyone claiming to act for and on their behalf shall be effective to change, alter or amend any of the terms, covenants and agreements herein contained. The provisions of this agreement shall continue in full force and effect until a successor agreement is made and entered into.

- b. In the event there is any conflict between any of the terms, covenants and provisions of this agreement and any previously adopted policy rule or regulation of either the Board or the Association, this agreement shall prevail. Nothing in this agreement which changes any preexisting policy, rule or regulation of the parties will operate retroactively unless expressly so stated.
- c. The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States. The provisions of this Agreement shall be construed in the light of the above prerogatives vested in the Board by the foregoing legal authorities.



ARTICLE II  
RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for collective negotiations concerning those terms and conditions of employment which are provided for and set forth in this agreement for all certificated personnel who are members of the professional staff, as listed below, whether under contract or on leave:

Teachers--except substitutes

Nurse

Guidance Counselors

Student Assistance Counselor

Librarian

Coaches and advisors (Schedules B&C) all appointments to positions listed in Schedules B&C, attached hereto, are made without tenure and are renewable annually at the discretion of the Board

Learning Disabilities Specialist

Social Worker

Psychologist

Athletic Director--non supervisory certificate only

This specifically excludes the Superintendent, the Assistant Superintendent, the Principal, the Vice Principal, the Director of Student Personnel Services, Supervisor of Instruction, the Business Administrator/Board Secretary and any other persons who may hereafter be employed by the Board in an administrative capacity.

- B. Unless otherwise indicated, the reference to "Teachers" when used hereinafter in this agreement, shall refer to all certificated professional employees who are included under Article II., A., above and are represented by the Association in the negotiating unit as above defined.
- C. The Association shall provide a list of its membership to the Superintendent once per year on November 1.

- D. This agreement and all of the terms, provisions and covenants thereof shall apply only as between the Board and those persons who are included in this agreement.
- E. The Board and the Association shall EACH adopt a Resolution authorizing EACH of them to enter into the within Contract and authorizing their respective designated officers to sign the same for and on behalf of each of them.

ARTICLE III  
TEACHING HOURS

- A. The Board and the Association recognize and agree that professional responsibility of those persons represented by the Association generally entails the performance of duties and the expenditure of time beyond that which may be considered the normal working day.
- B. The length of the normal working day shall be seven (7) hours and twenty-five (25) minutes. The number of periods and their arrangement shall be at the discretion of the Administration and the Board.
- C. The working day shall include one (1) preparation period for each teacher, the length of which shall not vary from the length of a regularly scheduled class period nor be assigned to any other duties except in unusual or emergent situations (such as sudden illness of a teacher, etc.). Professionals who do not receive regular preparation periods, including Child Study Team members, guidance counselors, the nurse, the Student Assistant Counselor, the librarian and the speech correctionist shall receive 32 minutes of preparation time each day except in unusual or emergent situations (such as sudden illness of a teacher, etc.). This preparation time shall be added to each such professional's 28 minutes daily lunch period resulting in a daily lunch/preparation period of 60 minutes in length.

The Board shall make every effort to secure a substitute to cover such emergency situations (as defined in N.J.S.A. 18A:1-1 et seq.). If a substitute cannot be secured the Board shall, whenever possible, select a teacher who is on an assigned duty other than her or his preparation period. If such assignment as a substitute is during the teacher's preparation period said teacher shall be paid the sum of \$30.00 for each such substitute teaching period so assigned.

In selecting teachers for such assignment, the administration shall first choose from a list of volunteers. Any volunteer who refuses to cover a class upon request shall be removed from the volunteer list. If no volunteers are available for the assignment, the administration shall assign teachers on a rotating basis. Teachers shall not be assigned to any more than four (4) consecutive periods of supervision as per Article III (H).

- D. The working day shall also include a lunch period for each teacher, the length of which shall not vary from the length of the regularly scheduled student lunch period.
- E. All of the professional personnel included in this agreement shall not be required to remain for longer than the completion of the normal working day except in unusual or emergent circumstances beyond the control of the Board.
- F. Once the bell schedule has been established by the Board, it shall not be changed without consultation with the Association except in emergent circumstances beyond the control of the Board.
- G. The number of hours per normal working day shall not be changed without negotiations with the Association and in accordance with the procedures herein provided, except in emergent or unusual circumstances.
- H. No teacher shall be scheduled for more than four (4) consecutive teaching periods and where administratively possible to no more than three (3).
- I. Teachers shall not be assigned more than five (5) teaching periods per day, plus one period of supervision, plus a homeroom or six (6) teaching periods per day and a homeroom.

ARTICLE IV  
WORK YEAR, AFTER SCHOOL MEETINGS AND MENTOR TEACHERS

A. Work Year

1. The work year of teachers shall commence on September 1 and end on June 30 of each year. All teachers shall be subject to call for duty at anytime during the work year. It being understood; however, that except for special or emergent situations, teachers (other than new personnel who may be required to attend additional orientation sessions and guidance counselors as set forth below) shall not be called to duty more than two (2) days prior to the opening of school (the two (2) days so designated being placed as nearly as possible before the actual first day of school) and shall not be kept more than two (2) days after the last day of student attendance but in no event shall there be more scheduled work in which no teaching takes place than shall have been provided in the school calendar adopted for any particular school year by the Board. It being specifically understood; however, that the Board may in an emergent situation or due to circumstances beyond its control extend the school year or the school calendar for any given year for such length of time as shall be necessary under the circumstances. A teacher shall not be required to provide more than one hundred eighty-five (185) working days, three (3) days of which shall be designated as professional development days and shall not be student contact days. One (1) day shall provide a minimum of six (6) hours. Two (2) of these three (3) in-service days will be scheduled at the end of the school year unless required for use as snow or emergency days which cause school to be closed. Guidance counselors shall be required to work an additional 10 days each year (5 days prior to the opening of school and 5 days after the last day of teacher attendance) and shall receive prorated salary at the current rate for said work. The administration shall maintain the number of professional development hours for each teacher and give an annual account to the teacher. The administration shall pre-approve all professional development activities.

B. After School Meetings

1. Teachers may not, after the first year of experience, be required to remain after school more than 40 minutes beyond the contracted day of 7 hours and 25 minutes to attend the following meetings:

- a. Staff Meetings

Such meetings may be called at the discretion of the Superintendent, the Principal or any other member of the administrative staff. There may be no more than two (2) meetings per month which extend beyond the regular teacher's day. If it is anticipated that such a meeting will run beyond the regular teachers' day, it shall be held on a day specified by the Principal at the beginning of the school year (except Monday and Friday). At least one week's notice shall be given to the members of the staff setting the date, time and place of said meeting. The restriction set forth in B. 1. above does not apply to the two (2) meetings hereinabove referred to. There shall be no limitation on the number of such meetings that may be called during the regular teachers' day.

- b. The teaching staff of a department or any special committee of teachers shall meet at the call of the Superintendent or Administration with reasonable notice and for a length of time not to exceed the limitations as set forth in Article IV B. 1. above. There may be no more than two (2) such meetings per month.

2. Attendance at meetings such as PTSA activities shall be at the option of the individual teacher, but the Board and the Association encourage active participation in such meetings as part of the teacher's professional responsibility.
3. Faculty attendance shall be required at "Back to School Night" and "8th Grade Parent Night." The faculty shall be dismissed at 12:30 p.m. on the same day of each of the above functions and they shall be required to return and participate in both of these functions for two hours and fifteen minutes.

4. Attendance shall be required at graduation. The faculty shall be dismissed no later than 12:30 p.m. on the day of graduation.
- C. Co-curricular activity sponsors are vital to the efficient and complete operation of the total educational effort of the school. The responsibilities incumbent in these positions are, insofar as possible, carried out during time which is in addition to the regular school day. Therefore, all such positions should be monetarily compensated as provided for in Schedule B, attached to this agreement, except such activities and functions which are now or have heretofore been performed without compensation.
- D. The Association shall not restrict nor interfere with the voluntary contribution of services or work by any member of the professional staff with or without compensation.
- E. Assignment of Mentor Teachers
  1. All provisional teachers, whether alternate route candidates or advanced standing candidates, must undergo two stages of on-the-job supervision and evaluation by members of Professional Support Teams (PST) once the provisional teachers assume full responsibility for their classrooms, pursuant to N.J.S.A. 6:11-5.1 et seq. Each PST must be comprised of a school principal, a college faculty member (or comparable representative), curriculum supervisor (or comparable representative) and an experienced mentor teacher.
  2. Mentor teacher shall be selected to perform the responsibilities required by the Department of Education as follows:
    - a. The Board shall invite and encourage teachers to apply for mentor positions. Teachers shall first be selected from among those who have applied for mentor positions by a district committee comprised of the relevant constituents (e.g. superintendent, principals, supervisors, teachers, etc.)
    - b. If an insufficient number of teachers apply for mentor positions, then the Board shall appoint teachers to serve as mentor teachers based on the criteria set forth in state regulations and the Department of Education "Implementation Guidelines".

- c. Teachers selected to serve as mentor teachers shall be compensated at the rate established annually by the Department of Education, which fees shall be paid directly to the mentors by the provisional teachers.
- 3. Mentor teachers shall not be required to perform professional projects during any year which they serve as mentors. In addition, they shall be given a professional period to perform their mentoring duties.



ARTICLE V  
NEW, VACANT AND PROMOTIONAL POSITIONS

- A. All new and/or vacant positions shall be posted in the school.
- B. All vacancies in promotional positions shall be filled pursuant to the following procedures:
  - 1. Such vacancies shall be adequately publicized, including a notice to be posted in the school, as far in advance of the date of filling such vacancies as possible, ordinarily at least twenty (20) days in advance and in no event less than ten (10) days in advance. In addition, the Superintendent may concurrently publicize the position outside the school district.
  - 2. Said notice of vacancy shall clearly set forth the qualifications for the position. Standards of qualifications must be consistent with the position.
  - 3. Teachers who desire to apply for such vacancies shall file their application in writing with the Superintendent within the time limit specified in the notice, and the Superintendent shall promptly acknowledge, in writing, the receipt of all such applications.
- C. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator level, including but not limited to positions such as Principal, Assistant Principal, and any assignment to which an honorarium is attached.
- D. All appointments to the aforesaid vacancies and openings shall be made without regard to the teacher's race, color, creed, religion, national origin, ancestry, age, marital status, affectational or sexual orientation, sex or social economic status, or disability.
- E. When a vacancy arises in June, July, or August when school is not in session and it is deemed by the Superintendent to be necessary to start the process prior to the opening of school, all teachers shall be notified of the vacancy and the qualifications by mail at the address given by each as his or her summer residence. Such notice shall be sent as far in advance as is practicable, ordinarily at least fifteen (15) days before the final date for the filing of applications and in no event less than seven (7) days before such date.

ARTICLE VI  
PERSONNEL LEAVE

A. Employee Absence

1. The provisions of N.J.S.A. 18A:30-1 to and including N.J.S.A. 18A:30-4 dealing with sick leave, service connected disability, accumulated sick leave, credit for unused sick leave, accumulation of sick leave and requirement for a physician's certificate are incorporated in this agreement and made a part thereof as though recited verbatim.

Effective September 1, 2003, medical certification shall be required to substantiate sick leave whenever the Superintendent has a reasonable suspicion that sick leave is being abused as set forth in Policy No. 4151 or after more than three (3) consecutive absences.

2. All personnel covered by this agreement are entitled to the following time off with pay:

- a. Death in the immediate family -Up to five (5) days within the two (2) week period from the date of death. The immediate family shall include and be limited to father, mother, father-in-law, mother-in-law, brother-in-law, sister-in-law, husband, wife, domestic partner as defined in N.J.S.A. 26:8A-3, children, son-in-law, daughter-in-law, grandchildren, brothers, sisters, grandfather, grandmother, stepfather, stepmother, stepbrother, stepsister and stepchildren.
- b. Death of a relative - one day which may be taken at the option of the teacher from the date of death to the date of the funeral inclusive.
- c. Serious illness in the immediate family - two (2) days. The "immediate family" being the same as hereinabove defined. Serious illness shall be one which requires the attendance of a physician or hospitalization. The teacher requesting such a day shall submit his or her personal letter stating that it is necessary to take such a day. Administration may, if not satisfied with the letter submitted by the teacher, request the teacher to supply a certification of the physician or hospital that such illness does in fact exist.

- d. Government mandates - over which the employee has no control except that the same shall not include any individual's requirement to answer violations of law for personal reasons or to prosecute or defend any law suits in which the employee is a party.
- e. Jury duty - any teacher serving on a jury of the United States shall be paid by the Board of Education at his/her daily rate of pay for every day the teacher is required to be away from the job for the reason of serving on the said jury. Any teacher summoned to serve on a jury of the State of New Jersey shall be required to exercise his/her statutory exemption from such duty under N.J.S.A. 2A:69-2(f). Any teacher who does not elect to exercise his/her statutory right to exemption from jury duty shall not be paid by the Board for such days the teacher is away from the job by reason of serving on said jury.
- f. Personal Business - five (5) days during the school year.

- (1) The request for a personal business day must be submitted in writing to the Superintendent at least one (1) calendar week prior to the day which is requested. Three (3) of those five (5) days shall be granted without the applicant being required to state the reason for taking such leave.

The remaining two (2) days may be granted for personal business only when the absence during school hours cannot be avoided without substantial hardship.

Personal business is limited to legal, business matters, household or family matters.

The administration shall respond to any personal day request within one week (five school days).

- (2) Personal business days shall not be granted for any day which falls on a day immediately preceding or immediately following scheduled school holidays or school recesses except in emergent situations. Such exceptions, wherever practicable, require the prior approval of the

Superintendent or his/her designee. Said approval shall not be unreasonably withheld.

(3) Within the discretion of administration, personal business days shall not be granted for any day when the employee's absence may seriously hinder or interfere with the overall operation of the school, for example, (but not limited to) opening day, closing day, examination days, evaluation days or report card days. All requests for personal business shall be subject to the review and approval of the Superintendent or his/her designee.

(4) The first three (3) days of leave for personal business shall be at no loss of salary. Any additional leave for personal business shall be with a deduction of the substitute teacher's pay even if a substitute teacher is not obtained.

(5) In taking the personal days, the first three (3) (without loss of pay) shall be used first. A maximum of three (3) days without loss of pay, which are not used in any one year, shall be added to the teacher's accumulated sick leave in the following year.

g. (1) Maternity/Paternity Child-Rearing Leave and Maternity Disability

(a) Maternity/Paternity Leave (ChildRearing) shall be granted to a teacher, without pay, upon application to the Board specifying the dates upon which the teacher wishes the leave to commence and terminate; and with the provision that a return from such leave shall be at the beginning of the school year next following the granting of such leave for a non tenured staff member and an additional school year shall be granted upon request of a teacher who is under tenure. The Board is not required to continue employment of a non-tenured teacher beyond the year in which the leave is taken.

(b) The request to return to work for the following school year shall be made, in

writing, to the Board of Education by April 30 of the school year prior to their scheduled return.

- (c) Personnel returning after a child-rearing leave shall not receive experience credit for the period of time covered by such leave, seniority, tenure, sick-leave accumulation, etc. subject to any provisions of the Family Leave Act. (N.J.S.A. 34:11B-1 et seq.)

(2) Maternity Disability

- (a) The Board shall grant sick leave for the period of actual disability associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leave of absences for illness or medical disability. The pregnant teacher will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability.
- (b) Any pregnant teacher who does not elect to take a child-rearing leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able.
- (c) The Board may require a teacher during her pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which she has been assigned.
- (d) In the event of any question as to the condition of the pregnant teacher, a conference shall be arranged between the Board's physician and the attending physician.
- (e) No teacher shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there

has not been a time lapse of specific duration between childbirth and the desired date of return.

- (f) Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant teacher for any cause not related solely to her pregnancy.
- (g) The Board has the right to remove any pregnant teacher from her daily duties on any one of the following criteria:
  - i) Her teaching performance substantially declines from the period preceding pregnancy.
  - ii) Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if:
    - a) the pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching; or
    - b) the Board's physician concludes she is unable to continue teaching.
  - iii) If there is a difference of opinion between the teacher's attending physician and the physician designated by the Board, as to the ability of the teacher to continue her employment, the Passaic County Medical Service shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding upon the parties.
- h. Emergency Leave - in all situations not covered by this agreement, the employee shall submit to the Superintendent of Schools a request in writing. Such request shall state the reason requiring the

emergency leave. The Superintendent shall refer such request to the Board which in its sole and absolute discretion, shall determine whether such emergency leave:

- (1) shall be granted, and
- (2) whether said employee shall be paid for the period covered by such leave or there shall be deduction from the employee's pay.

i. Sabbatical Leave

- (1) Certificated school personnel who have served continuously and satisfactorily in the Manchester Regional High School for a period of at least seven (7) years may, on the recommendation of the Superintendent of Schools, be granted a sabbatical leave of absence not exceeding one (1) year.
- (2) All requests for sabbatical leave shall be submitted to the Superintendent, in writing, in such form as may be mutually agreed upon by the Association and the Superintendent no later than November 15 of the school year prior to the school year for which said leave is desired and action must be taken on all requests no later than February 1 of the school year prior to the school year for which said leave is requested.
  - (a) The form for a requested sabbatical leave shall include a detailed description of the proposed program, a statement of the relevance of the program to the teacher's current duties and its perspective value to the district.
  - (b) All requests will be evaluated by the Superintendent, who will deny or recommend approval based on his/her sole and absolute discretion with respect to whether the request meets the criteria set forth in (a) above and will be of value and beneficial to the district.
  - (c) The evaluation and decision made by the Superintendent shall be final and

conclusive subject only to the approval or disapproval by the Board.

- (3) A teacher on sabbatical leave shall receive a salary equal to one half the annual salary to which he/she would have been entitled were he/she teaching in the school system that year. Salary payments will be made on the same basis as for regularly employed teachers.
- (4) While on sabbatical leave, a teacher shall make the same payments into the Teacher Pension and Annuity Fund as would be made if teaching that year on full salary. The full twelve (12) month service credit is allowed for retirement and pension purposes. Teachers also shall make the regular payment based on full salary for the year to Contributory Life Insurance and are fully covered during the year.
- (5) During a sabbatical leave a teacher accumulates sick leave and is eligible to use it at the contracted salary the same as if regularly employed. All other advantages of regular teaching also are available including Workmen's Compensation coverage.
- (6) No more than one teacher per year shall be granted a sabbatical leave. Notification of the action taken by the Board on requests for sabbatical leaves will be given in writing by February 1 of the school year immediately preceding the school year for which the request is made.
- (7) Before beginning a sabbatical leave, a teacher shall enter into a contract to return to active service in the Manchester Regional High School District for a period of at least three (3) years after the expiration of such leave. A teacher who does not comply with this agreement shall repay to the board a sum bearing the same ratio to the amount of salary received while on leave of absence, that the unfulfilled portion of the three subsequent years' service bears to the full three (3) years; provided, however, that the teacher shall be released from such payment if his/her failure to serve the three (3) years



as stipulated be due to his/her illness, disability, or death, or if he/she be discharged from his/her position.

- (8) Prior to the beginning of the school year following the sabbatical leave, each teacher will be required to submit a brief written report on the activities in which he/she engaged during the sabbatical leave. The report should suggest ways in which the study will be of benefit to him/her in his/her teaching assignment at Manchester Regional High School.
- (9) A teacher returning from a sabbatical leave shall be placed on the step of the salary guide he/she would have attained had he/she taught the entire previous year in the school system.
- (10) In addition to the contract to be entered into by the teacher to whom a sabbatical leave is granted, pursuant to (Article V (7)), said teacher shall enter into a Bond and Warrant for the Confession of Judgment in favor of the Board against him or her in such sum as shall represent the dollar amount which would become due to the Board in the event said teacher failed to perform the contract made and entered into by said teacher pursuant to (Article V (7)).
- (11) In the school year following any year in which the percentage of the total negotiated increase in salaries and benefits exceeds the percentage of increase in the budget permitted by the budget cap, no sabbatical leave will be approved.
- j. Teachers may be allowed such professional days for visitation to other school systems as recommended by the Superintendent with the approval of the Board.
- k. Sick Leave Benefit
  - (1) Upon retirement and simultaneous commencement of pension payments by TPAF, all teachers with 12 years of continuous service in the Manchester District will be compensated at the rate of \$35.00 per day for accumulated sick leave days not exceeding 100 days.

In order to be eligible for such payment, (i.e. accumulated sick leave) a teacher must notify the Board of his or her intention to retire not later than January 15 of the school year during which said retirement is to take place. If the teacher fails to so notify the Board (i.e. by January 15 of the school year during which said retirement is to take place) the Board shall have and is hereby given the sole and absolute option of either making such payment or withholding the same until after the adoption of the budget for the next school year and the availability of funds thereunder.

- (2) The estate of any deceased teacher who had twelve (12) years of continuous service in the Manchester District at the time of death shall be entitled to be compensated at the rate of \$35.00 per day for the decedent's accumulated sick leave days not exceeding 100 days.

The Board shall have and is hereby given the absolute option of either making such payment or withholding the same until after the adoption of the budget for the next school year and the availability of funds thereunder.

1. In order to achieve credit on the salary guide for the year, an individual must complete five (5) months of work.

m. Sick Leave Bank

- (1) A voluntary sick leave bank (hereinafter referred to as the "Bank") shall be created for the use of staff covered by this agreement who have exhausted his/her sick, personal and vacation days and have suffered a personal illness or injury.
- (2) Bank days shall only be available for use in order to cover pregnancy and/or delivery related disabilities in "extraordinary" situations, and only to the extent set forth in this paragraph. The teacher's contract presumes that a pregnant woman is medically unable to work four (4) weeks before delivery and four (4) weeks after. "Extraordinary" pregnancy and/or delivery

related disability shall mean pregnancy related and/or delivery related disability from work which takes place outside of this period of presumed medical disability.

- (3) Applications will be considered for a continuous absence due to a personal illness or injury. Applications resulting from elective or cosmetic procedures will not be considered.
- (4) In cases which involve work-related injuries and where the individual is being compensated through Workers' Compensation, no application will be considered until such individual is released by the Workers' Compensation physician and no further income is being received through Workers' Compensation Insurance.
- (5) Any person covered by the Association's collective negotiations agreement may join the Bank by signing an agreement to contribute a minimum of one (1) sick day per contractual period. Membership shall enable a person to apply for sick days from the Bank. If a person decides to no longer participate in the Bank, he/she shall not have an obligation to contribute any sick days in the subsequent contractual period; however, the person shall not be entitled to reimbursement of the sick days he/she had previously contributed to the Bank. The Board shall not contribute any days to the Bank.
  - (a) Newly hired personnel shall donate at least one (1) sick day to the Bank during their initial year of employment with the Board and subsequent contracts thereafter in order to obtain membership in the Bank.
- (6) The Bank shall be administered by three (3) trustees, two (2) of whom shall be tenured Association members, the third trustee shall be the superintendent of schools or his/her designee.
- (7) Applications for days from the Bank shall be submitted to the trustees for their review. The

following factors shall be considered by the trustees when reviewing the application:

- (a) attendance history;
- (b) previous requests and awards from the Bank;
- (c) seriousness of illness/injury;
- (d) pre-existing conditions and effect on absenteeism;
- (e) estimated length of illness;
- (f) reason why the request should be granted; and
- (g) total number of days in the Bank for all members.

After considering the factors, the committee shall forward a recommendation to either approve or deny the application, or to grant less than the total number of days requested by the individual to the Board for its approval. The decision by the Board shall be final and shall not be the subject of any grievance pursuant to the terms of this agreement.

- (8) Applications for days from the sick leave bank may be made at any time. The request shall be in writing and state:

- (a) the nature of the illness;
- (b) estimated length of absence; and
- (c) the reason why the person is of the opinion that the request should be granted.

The nature of the illness and the length of absence shall be documented on the letterhead of the employee's physician and signed by the physician. Additional documentation may be required.

- (9) The parties shall maintain an up to date accounting of all members, sick days in the Bank,

the number of sick days contributed and withdrawn by every member and a record of all applications, which shall include the disposition thereof.

- (10) If the Bank is dissolved, the remaining sick days shall be returned to current members in proportion to the number of sick days contributed, less any sick leave bank days granted.

B. The provisions of Article VI, A (and all of its subdivisions) are subject to the provisions of the Family Act N.J.S.A. 34:11B-1 et seq.).

ARTICLE VII  
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim based upon any event or condition concerning welfare, or terms and conditions of employment, or the interpretation, meaning or application of any of the provisions of this agreement as the same affects any employee or group of employees included in this agreement.
2. An aggrieved person is the person or persons or the Association making the claim.
3. A party in interest is the person or persons making the claim and any person who may be required to take action or against whom action may be taken in order to resolve the grievance.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level equitable solutions from the problems which may from time to time arise affecting the welfare or terms or conditions of employment of all persons covered by this agreement. Both parties agree that these proceedings will be kept as informal or confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any person covered by this agreement, having a grievance, to discuss the matter informally with his or her immediate superior or the Principal of the school, and having the grievance adjusted without the intervention of the Association.

C. Formal Procedure

Stage 1:

Any employee with a grievance shall first discuss it with the Principal, either directly or through the Association's designated representative, with the objective of resolving the matter. In each instance the person with whom the grievance is discussed shall advise, in writing, of his/her decision with respect thereto within five (5) school days from the date that the grievance has been brought to his/her attention.

Stage 2:

Superintendent of Schools or his/her designee.

If the employee initiating the grievance and/or the Association is not satisfied and wishes to proceed further under this grievance procedure, the employee and/or the Association shall, within ten (10) school days after the receipt of the Principal's decision, file the grievance with the Superintendent of Schools. The decision at this stage and subsequent stages shall be forwarded, along with other appropriate documents to the Association.

Within ten (10) school days after the appeal, the Superintendent of Schools or his/her authorized representative shall hold a hearing with the employee and the Association or its representative and all other parties in interest.

The Superintendent of Schools shall render a written decision within ten (10) school days after the conclusion of the hearing.

Stage 3:

If the employee initiating the grievance and/or the Association is not satisfied with the written decision at Stage 2 and wishes to proceed farther under this grievance procedure, the employee and/or the Association shall, within ten (10) school days after having received the written decision, present the grievance to the Board of Education for its consideration. The Official Grievance Record maintained by the Superintendent of Schools shall be made available to the Board.

Within ten (10) school days after receipt of an appeal, the Board shall hold a hearing on the grievance with the employee and the Association or its representative and other parties in interest. The hearing shall be conducted in executive session.

Within ten (10) school days after the conclusion of the hearing, the Board shall render a decision on the grievance in writing.

The failure to render a written decision at any stage of the formal procedure shall constitute a denial of the grievance.

D. Right of Representation

1. Any person presenting a grievance may be represented at all levels of the grievance procedure by himself/herself or by

a representative selected or approved by the Association. When a person presenting a grievance is not represented by the Association, the Association shall have the right to have a representative of the Association present to state its views with respect to the grievance under consideration.

2. No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board or by any member of the administration against any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

3. No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the grievant against other person, members of the administrative staff or members of the school board by reason of the disposition of a grievance.

E. If at any point in the grievance procedure the person who has initiated the grievance shall indicate that he or she is satisfied with the decision at any level at which the acceptable decision is made, the particular grievance involved shall be considered as terminated and no further proceedings shall be had with respect to same.

F. Miscellaneous

1. If in the judgment of the Association, a grievance affects a group of employees covered by this agreement or an entire department, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at level two. The Association may process such a grievance through all levels of the grievance procedure provided that the person or persons aggrieved desire to do so and so informs the Board in writing.

2. Decisions rendered at level one which are unsatisfactory to the aggrieved person and all decisions rendered at levels two and three shall be in writing setting forth the decision and reasons therefore. The said written decision shall be made promptly to all parties in interest.

3. All documents, communication and records dealing with the processing of a grievance shall be filed in a separate



grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
  5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.
- G. The above procedure shall apply in all matters except those in which mandated binding arbitration is required by the Scope Act. (N.J.S.A. 34:13A-1 et seq.)

ARTICLE VIII  
SALARIES

- A. The Board agrees that the salary guides attached hereto as Schedules A1., A2., A3., B., and C., including the general provisions, are made a part hereof and shall apply to all Board employees within the unit covered by this agreement. A new MA+45 salary lane shall be created, at the Board's expense, for inclusion in each appropriate salary guide implemented under this Agreement. Any employee hired by the Board after July 1, 1994 shall be required to earn a Master's degree in order to advance to the MA level and beyond.
- B. The parties hereto do agree that the Board may withhold for inefficiency or other good cause the employment increment, or the adjustment increment, or both, of any of the members of the professional staff who are included and governed by this agreement, in any year, by a majority vote of all the members of the Board pursuant to and in conformity with Revised Statutes 18A:29-14 which is incorporated herein by reference and made an integral part hereof.
- C. The Board agrees to provide a summer pay plan for all of the members of the bargaining unit who request the same pursuant to the provisions of Title 18A of New Jersey Statutes Annotated.
- D. 1. Employee authorization for volunteer deductions may be received at any time for deposit to any one (1) of a maximum of five (5) organizations/funds authorized by the Association. However, to facilitate bookkeeping operations, the following deduction schedule shall be used for additional authorizations received after August 1.
- a. For authorization received after August 1 and prior to October 1, the first deduction shall begin with the November pay period.
  - b. For authorization received after October 1, and prior to January 1, the deduction shall begin with the February pay period.
  - c. Authorization received after January 1 and prior to February 15, the first deduction shall begin with the March pay period.
  - d. Authorization received after February 15 shall begin with the first deduction in September.

2. The Board agrees to deduct from the salaries of its employees' dues for the Manchester Education Association, the Passaic County Education Association, the New Jersey Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct.
- E.
1. All employees covered by schedule "A1", "A2", and "A3", shall be paid on the fifteenth and thirtieth of each month, September thru June, except when that day falls either on a school holiday or a weekend in which case, it shall be paid the day before.
    - a. The first paycheck of the school year for staff covered by this paragraph shall be paid on the first Friday of the first work week in September.
    - b. The second paycheck for February shall be paid on the last workday of the month subject to the above provisions.
  2. All employees covered by Schedule "B" shall be paid at the end of the school year.
  3. All employees covered by Schedule "C" and those employees listed in Schedule "B" to whom it applies shall be paid in two equal payments, the first of which shall be midpoint through the respective season and the second at the conclusion thereof subject to the coaches/advisors fulfillment of all duties in connection with that assignment.
- F. The Board agrees to reimburse each teacher for accrued mileage as a result of approved attendance at meetings, visitations or other related situations where the teacher's attendance is required and approved by the Superintendent of Schools and/or the Board of Education. Effective July 1, 1998, said reimbursement shall be at the applicable I.R.S. rate per mile, and shall be payable upon the submission and subsequent approval of a completed payment voucher.
- G. The Board shall pay an additional advisor stipend as set forth on the Special Services salary schedule guide should more than one Biology, Chemistry or Physics Team operate during a school year.
- H. Every employee who serves as a student conflict manager shall receive compensatory time in an amount equal to the amount of

time such service entails. This compensatory time shall be taken by leaving school up to 30 minutes early after the conclusion of the students' school day. Compensatory time must be used within 2 weeks of the date of the occurrence for which it was earned except in extraordinary cases and only with the permission of the Superintendent.

- I. The Association agrees to hold the Board harmless from any claims resulting from the failure of the organization(s) fund(s) authorized pursuant to Article VIII(D)(1) above to properly transmit fund voluntarily deducted from employees' salaries.

ARTICLE IX  
ATTENDANCE INCENTIVE

- A. All full time employees covered by the within contract shall receive special compensation for their attendance based upon the per diem pay rate of \$75.00.
  - 1. Zero absences - six (6) times said rate of pay.
  - 2. One day's absence - four (4) times said rate of pay.
  - 3. Two day's absence - two (2) times said rate of pay.
- B. Non attendance of the exercise of religious observances shall not be counted as an absence.
- C. Said payment to be made after the conclusion of that school year.

ARTICLE X  
LONGEVITY

- A. All full time employees covered by the within contract shall be entitled to longevity compensation as follows:
1. Any such employee with ten (10) years continuous employment at Manchester, shall receive a longevity payment of \$1,000 to be increased by \$600 for each additional five year period, which shall be paid the next following year of said employees employment by being added to said employees then salary and paid in the same manner.
  2. The longevity payment is not to be considered as part of the employee's salary for computation of any contractual negotiated increases, if any.

ARTICLE XI  
INSURANCE PROTECTION

A. The Board shall provide insurance for all Board employees within the unit covered by this agreement, as follows:

1. For all those persons hereinabove designated who remain in the employ of the Board for the full school year, the Board shall make payment of full individual and full dependent coverage, including domestic partners as defined in N.J.S.A. 26:8A-3, (one hundred percent 100%) of all premiums continuing for the duration of this agreement. The insurance to be provided shall be:
  - a. Hospitalization benefits in amounts not less than those provided by the State Health Benefits Plan.
  - b. Surgical benefits in amounts not less than those provided by the State Health Benefits Plan.
  - c. Rider J.
  - d. Major medical benefits in amounts not less than those provided by the State Health Benefits Plan.
  - e. Subject to the availability of any such insurance by and from recognized insurance companies.
2. The State Health Benefits Program for employee prescription coverage.
3. The Board of Education shall provide a dental plan constituting full family coverage. Each covered employee shall contribute to his/her premium at the 1992-1993 rate (\$131.04) for each year of this Agreement by having same deducted from his/her salary at a prorated rate on a monthly basis. The Board shall pay the balance of each covered employee's premium during each year of this Agreement and shall retain any cost savings resulting from premium reductions.

ARTICLE XII  
EVALUATIONS

- A. The Board and the Association recognize that evaluation is useful as an aid for:
1. The retention, guidance and possible promotion of staff members;
  2. Self improvement and self evaluation of staff members; and
  3. Creation of greater rapport and understanding between administration and staff.
- B. Teachers shall be evaluated by persons certified by the State of New Jersey to supervise instruction.
- C. Upon request, teachers shall be given a copy of their individual rating or any other written evaluation of their work prepared by the evaluator and shall have the right to discuss such rating or evaluation with him/her. The teacher shall have the right to make his or her comments, in writing with respect to the said rating or evaluation and have the same placed in his or her personal file and the same shall be appended or attached to the rating of the evaluation.
1. In the event that any teacher shall have requested a copy of his or her rating or written evaluation, the said written rating or written evaluation shall be signed by both the teacher and the evaluator.
- D. Procedure - Supervisory reports will be presented to each teacher by the Principal periodically, as follows:
1. The summary evaluation will be issued in the name of the Principal based upon a compilation of all reports, observations and discussions with any or all supervisor personnel who come into contact, in their supervisory capacity, with the teacher.
  2. Such reports will be addressed to the teacher, a copy thereof being forwarded to the Superintendent and a copy being kept by the Principal.
  3. Such reports will be in such form as determined by administration and will include when pertinent:
    - a. Strengths and weaknesses of the teacher as evidenced during the period since the previous report, and



- b. Specific suggestions as to measures which could be taken to improve his or her performance as a teacher.
- E. Tenured teachers may, at anytime, make a request, in writing, to the Principal to examine their personal individual personnel file with respect to their personal individual employment within the Passaic County Manchester Regional High School District.
- F.
  - 1. Number of observations - there shall be a minimum of three (3) observations per school year for each teaching staff member, as follows:
    - a. One by the supervisor,
    - b. One by a member of the administrative staff, and
    - c. One by either the supervisor or a member of the administrative staff as determined by the administration.
  - 2. After the first observation, no further observation shall be made until and unless the teaching staff member has received a copy of the preceding observation.
  - 3. Additional observations, i.e., beyond three, may be made in the discretion of the evaluator/administrator when it is deemed necessary and/or appropriate for individual staff members.
- G.
  - 1. No observations (as defined in the Board of Education Policy Manual) shall be conducted on the first day of school.
  - 2. The teacher will be informed at the beginning of the observation period when an observation is to take place.
- H. No employee shall be disciplined, reprimanded, reduced in rank or compensation, without just cause pursuant to the provision of Title 18A of the New Jersey Statutes Annotated.
- I. Whenever an employee is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the continuation of that employee in his/her position, or diminish his/her compensation, he/she shall be given prior written notice of such meeting and shall be entitled to have a representative of the Association present to represent him/her.

ARTICLE XIII  
MODIFICATIONS OF AGREEMENT AND  
NEGOTIATIONS OF SUCCESSOR AGREEMENT

- A. Before the Board adopts a change in any policy, which is the subject matter of agreement under provision of this agreement, the Board will notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy. Any agreement reached with the Board, as a result of such negotiation, shall be reduced to writing, signed by the Board and the Association, and become a part of this agreement by way of addendum thereto after approval by the Board.
- B. The Board and the Association agree to negotiate for a successor agreement, in a good faith effort on both sides, within the specific time table for negotiations as adopted by the Public Employment Relations Commission to carry out the requirements of Chapter 123 P.L. 1974. Any agreements so negotiated shall apply to all Board employees within the unit covered by this agreement and shall be reduced to writing and signed by all parties.
- C. The provisions hereinabove contained with respect to negotiating and reducing to writing a successor agreement shall be subject to the then existing statutes of the State of New Jersey controlling public employer-employee relationships.

ARTICLE XIV  
PROFESSIONAL IMPROVEMENT INCENTIVES

A. Any member of the professional teaching staff, in the employ of the Board may make a request, in writing, to the Superintendent of Schools for the approval of a course or courses to be taken by him or her during any school semester including summer sessions.

1. Such written request using the Request for Course Approval form (Schedule D) shall be submitted prior to his or her enrollment for said course.
2. The course or courses to be taken must be graduate level courses offered by an accredited college or university.
3. Internet, distance-learning, video or other non-traditional courses shall only be acceptable if such courses both: (a) qualify for inclusion in an official transcript from a four-year college or university that is regionally accredited; and (b) meet the standards set forth herein.
  - a. The outcome of the course must be the same as traditional courses, i.e., individual student assessments and course outcome assessments.
  - b. Interaction must be extensive and must involve e-mail conference/"course" rooms with asynchronous communication without time restrictions allowing students to post work to be critiqued by classmates, "course" chat rooms and online instructional tutors.

Approval of internet, distance learning, video or other non-traditional courses that do not meet the requirements of (a) and (b) as set forth above, shall be within the exclusive discretion of the Superintendent of Schools.

4. Within one week from the date of the receipt of the written request hereinabove provided for, the Superintendent shall advise the applicant, in writing, whether approval is granted or denied.
5. If approval is granted, said teacher shall enroll for the course or courses which have been approved and shall pay the tuition required by the college or university. A Spring course must end by June 30 and a Summer course must be completed/taken after June 30.



6. If the opportunity to enroll in the approved course or courses is closed to the said teacher, he or she may substitute a required course or an elective course on the graduate level providing said substituted course (or courses) is approved by the said teacher's graduate committee and by the Superintendent of Schools.
- B. Upon the successful completion of the course or courses by the said teacher with a grade of A or B, said teacher shall be reimbursed according to the following schedule:
1. Reimbursement shall be paid at the rate charged by Montclair State University per credit. The Board of Education shall expend no more than \$24,000 for each of the three (3) school years (2009-2010, 2010-2011, 2011-2012) covered by this agreement.
- C. Continuing Education Units (CEU's) shall be recognized for reimbursement subject to the following conditions:
1. the program for which the CEU's are awarded must be an instructional workshop;
  2. the program must be taken outside of the school day;
  3. thirteen hours of CEU's shall equal one graduate credit;
  4. official written documentation and verification of the subject or topic of the program and the employee's attendance and number of hour spent at the program shall be submitted to the Superintendent; and
  5. the requirements of Article XIV(A) (1), (5) and (6) are met.



ARTICLE XV  
MISCELLANEOUS PROVISIONS

- A. Whenever, in this agreement, a statutory provision has been incorporated, by reference, any change, revision or amendment of such statutory provision shall automatically become a part of this agreement.
- B. Whenever any provision of this agreement is contrary to and in conflict with any statute of the State of New Jersey now in effect or hereafter adopted, the statutory provision shall prevail.
- C. The Board has the sole responsibility to provide for a safe and healthy workplace, and shall comply with all federal and state law regarding workplace health and safety.

ARTICLE XVI  
MUTUALITY OF OBLIGATION

The Board and the Association will make every good faith effort to carry out the spirit as well as the letter of this agreement, subject to law. Both parties further agree to take no action that will demean the process or be contrary to the laws of the State of New Jersey pertaining to strikes or work stoppages by public employees.



ARTICLE XVII  
REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representatives.

B. Notification and Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own member for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

C. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

1. Ten (10) days after receipt of the aforesaid list by the Board; or
2. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

a. Termination of Contract:

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full pro-rated amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last

paycheck paid to said employee during the membership year in question.

b. Mechanics:

Except as otherwise provided in this Article, the mechanics for the deduction or representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

c. Changes:

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

d. New Employees:

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

- D. The Association shall indemnify and save the Board harmless against any and all claims, demands and suits of any kind, nature or description, including but not limited to reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with and carrying out the within agreement.

SCHEDULE A1  
2009-2010 MANCHESTER REGIONAL

Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
1	\$49,743	\$51,643	\$53,483	\$55,583	\$57,943	\$59,233	\$60,513
2	\$50,543	\$52,443	\$54,283	\$56,383	\$58,743	\$60,033	\$61,313
3	\$51,343	\$53,243	\$55,083	\$57,183	\$59,543	\$60,833	\$62,113
4	\$52,143	\$54,043	\$55,883	\$57,983	\$60,343	\$61,633	\$62,913
5	\$52,943	\$54,843	\$56,683	\$58,783	\$61,143	\$62,433	\$63,713
6	\$53,743	\$55,643	\$57,483	\$59,583	\$61,943	\$63,233	\$64,513
7	\$54,543	\$56,443	\$58,283	\$60,383	\$62,743	\$64,033	\$65,313
8	\$55,343	\$57,243	\$59,083	\$61,183	\$63,543	\$64,833	\$66,113
9	\$56,143	\$58,043	\$59,883	\$61,983	\$64,343	\$65,633	\$66,913
10	\$58,123	\$60,023	\$61,863	\$63,963	\$66,323	\$67,613	\$68,893
11	\$62,193	\$64,093	\$65,933	\$68,033	\$70,393	\$71,683	\$72,963
12	\$66,368	\$68,268	\$70,108	\$72,208	\$74,568	\$75,858	\$77,138
13	\$70,643	\$72,543	\$74,383	\$76,483	\$78,843	\$80,133	\$81,413
14	\$75,018	\$76,918	\$78,758	\$80,858	\$83,218	\$84,508	\$85,788
15	\$79,518	\$81,418	\$83,258	\$85,358	\$87,718	\$89,008	\$90,288

SCHEDULE A2  
2010-2011 MANCHESTER REGIONAL

Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
1	\$51,210	\$53,110	\$54,950	\$57,050	\$59,410	\$60,700	\$61,980
2	\$52,010	\$53,910	\$55,750	\$57,850	\$60,210	\$61,500	\$62,780
3	\$52,810	\$54,710	\$56,550	\$58,650	\$61,010	\$62,300	\$63,580
4	\$53,610	\$55,510	\$57,350	\$59,450	\$61,810	\$63,100	\$64,380
5	\$54,410	\$56,310	\$58,150	\$60,250	\$62,610	\$63,900	\$65,180
6	\$55,210	\$57,110	\$58,950	\$61,050	\$63,410	\$64,700	\$65,980
7	\$56,010	\$57,910	\$59,750	\$61,850	\$64,210	\$65,500	\$66,780
8	\$56,810	\$58,710	\$60,550	\$62,650	\$65,010	\$66,300	\$67,580
9	\$57,610	\$59,510	\$61,350	\$63,450	\$65,810	\$67,100	\$68,380
10	\$59,590	\$61,490	\$63,330	\$65,430	\$67,790	\$69,080	\$70,360
11	\$63,660	\$65,560	\$67,400	\$69,500	\$71,860	\$73,150	\$74,430
12	\$67,835	\$69,735	\$71,575	\$73,675	\$76,035	\$77,325	\$78,605
13	\$72,100	\$74,010	\$75,850	\$77,950	\$80,310	\$81,600	\$82,880
14	\$76,485	\$78,385	\$80,225	\$82,325	\$84,685	\$85,975	\$87,255
15	\$80,985	\$82,885	\$84,725	\$86,825	\$89,185	\$90,475	\$91,755

**SCHEDULE A3**  
**2011-2012 MANCHESTER REGIONAL**

Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
1	\$52,829	\$54,729	\$56,569	\$58,669	\$61,029	\$62,319	\$63,599
2	\$53,629	\$55,529	\$57,369	\$59,469	\$61,829	\$63,119	\$64,399
3	\$54,429	\$56,329	\$58,169	\$60,269	\$62,629	\$63,919	\$65,199
4	\$55,229	\$57,129	\$58,969	\$61,069	\$63,429	\$64,719	\$65,999
5	\$56,029	\$57,929	\$59,769	\$61,869	\$64,229	\$65,519	\$66,799
6	\$56,829	\$58,729	\$60,569	\$62,669	\$65,029	\$66,319	\$67,599
7	\$57,629	\$59,529	\$61,369	\$63,469	\$65,829	\$67,119	\$68,399
8	\$58,429	\$60,329	\$62,169	\$64,269	\$66,629	\$67,919	\$69,199
9	\$59,229	\$61,129	\$62,969	\$65,069	\$67,429	\$68,719	\$69,999
10	\$61,209	\$63,109	\$64,949	\$67,049	\$69,409	\$70,699	\$71,979
11	\$65,279	\$67,179	\$69,019	\$71,119	\$73,479	\$74,769	\$76,049
12	\$69,454	\$71,354	\$73,194	\$75,294	\$77,654	\$78,944	\$80,224
13	\$73,729	\$75,629	\$77,469	\$79,569	\$81,929	\$83,219	\$84,499
14	\$78,104	\$80,004	\$81,844	\$83,944	\$86,304	\$87,594	\$88,874
15	\$82,604	\$84,504	\$86,344	\$88,444	\$90,804	\$92,094	\$93,374

**SCHEDULE B**  
**ADVISOR/SPECIAL SERVICES SALARY GUIDE**  
**2009-2010, 2010-2011, 2011-2012**

Positions	2009-2010	2010-2011	2011-2012
Varsity Cheerleader Advisor/Co-Advisor	\$ 3,404	\$ 3,404	\$ 3,404
(Per Season)	\$ 4,252	\$ 4,252	\$ 4,252
Marching Band Director	\$ 2,125	\$ 2,125	\$ 2,125
Public Relations Liaison			
Yearbook Advisor	\$ 5,098	\$ 5,098	\$ 5,098
(plus no homeroom, no duty)	\$ 1,842	\$ 1,842	\$ 1,842
Assistant Yearbook Advisor			
Co-Yearbook Advisors (2)	\$ 3,047	\$ 3,047	\$ 3,047
(one person - no homeroom, no duty)	\$ 2,836	\$ 2,836	\$ 2,836
Drama Advisor	\$ 849	\$ 849	\$ 849
Scenery Advisor (per event)	\$ 2,271	\$ 2,271	\$ 2,271
Music Director	\$ 2,271	\$ 2,271	\$ 2,271
School Newspaper Advisor			
Student Council Advisor	\$ 3,668	\$ 3,668	\$ 3,668
(plus no homeroom, one free period)	\$ 852	\$ 852	\$ 852
Interact Club	\$ 1,065	\$ 1,065	\$ 1,065
Spanish Honor Society	\$ 852	\$ 852	\$ 852
Literary Magazine (2 positions)	\$ 803	\$ 803	\$ 803
Mock Trial	\$ 803	\$ 803	\$ 803
Intramural (Per Season) (3 Seasons)	\$ 1,063	\$ 1,063	\$ 1,063
Co-National Honor Society/Advisory	\$ 2,125	\$ 2,125	\$ 2,125
Senior Class Advisor (plus no homeroom)	\$ 2,125	\$ 2,125	\$ 2,125
Senior Class Advisor (plus no homeroom)	\$ 1,492	\$ 1,492	\$ 1,492
Junior Class Advisor (plus no homeroom)	\$ 1,492	\$ 1,492	\$ 1,492
Junior Class Advisor (plus no homeroom)	\$ 1,492	\$ 1,492	\$ 1,492
Sophomore Class Advisor (plus no homeroom)	\$ 1,492	\$ 1,492	\$ 1,492
Sophomore Class Advisor (plus no homeroom)	\$ 1,492	\$ 1,492	\$ 1,492
Freshman Class Advisor (plus no homeroom)	\$ 1,492	\$ 1,492	\$ 1,492
Freshman Class Advisor (plus no homeroom)	\$ 1,492	\$ 1,492	\$ 1,492
Biology Team Advisor I	\$ 1,492	\$ 1,492	\$ 1,492
Biology Team Advisor II	\$ 1,492	\$ 1,492	\$ 1,492
Chemistry Team Advisor I	\$ 1,492	\$ 1,492	\$ 1,492
Chemistry Team Advisor II	\$ 1,492	\$ 1,492	\$ 1,492
Physics Team Advisor			
Chaperon	\$ 142	\$ 142	\$ 142
Dance (4 Hours)	\$ 99	\$ 99	\$ 99
Activity (3 hours)			
Athletic Event Assignments (per event):	\$ 99	\$ 99	\$ 99
Ticket Taker	\$ 99	\$ 99	\$ 99
Timer	\$ 113	\$ 113	\$ 113
Site Manager-Director of Ticker Takers	\$ 99	\$ 99	\$ 99
Announcer			
Special Services	\$ 50	\$ 50	\$ 50
(D.A.S.H., Bedside, etc./per hour)	\$ 50	\$ 50	\$ 50
Library Supervisors (hourly)	\$ 803	\$ 803	\$ 803
Model Congress	\$ 1,274	\$ 1,274	\$ 1,274
Team Leader			

**SCHEDULE C**  
**COACHING STAFF SALARY GUIDE**  
**2009-2010, 2010-2011 2011-2012**

Coaching Staff	2009-2010	2010-2011	2011-2012
<u>Summer Strength and Conditioning</u>			
Step 1	\$ 4,754	\$ 4,754	\$ 4,754
Step 2	\$ 5,350	\$ 5,350	\$ 5,350
Step 3	\$ 5,558	\$ 5,558	\$ 5,558
 <u>Head Coaches Guide</u>			
Head Football	\$ 7,233	\$ 7,233	\$ 7,233
Step 1	\$ 8,136	\$ 8,136	\$ 8,136
Step 2	\$ 8,757	\$ 8,757	\$ 8,757
Step 3			
 Head Soccer, Cross Country, Volleyball, Basketball, Wrestling, Winter Track, Baseball, Spring Track, Softball			
Step 1	\$ 5,789	\$ 5,789	\$ 5,789
Step 2	\$ 6,514	\$ 6,514	\$ 6,514
Step 3	\$ 7,237	\$ 7,237	\$ 7,237
 Head Golf			
Step 1	\$ 3,238	\$ 3,238	\$ 3,238
Step 2	\$ 3,644	\$ 3,644	\$ 3,644
Step 3	\$ 4,047	\$ 4,047	\$ 4,047
 Head Bowling			
Step 1	\$ 2,692	\$ 2,692	\$ 2,692
Step 2	\$ 3,030	\$ 3,030	\$ 3,030
Step 3	\$ 3,363	\$ 3,363	\$ 3,363
 <u>Assistant Coaches Guide</u>			
Football	\$ 4,754	\$ 4,754	\$ 4,754
Step 1	\$ 5,350	\$ 5,350	\$ 5,350
Step 2	\$ 5,942	\$ 5,942	\$ 5,942
Step 3			
 Volleyball, Basketball, Wrestling, Baseball, Track, Softball			
Step 1	\$ 3,925	\$ 3,925	\$ 3,925
Step 2	\$ 4,415	\$ 4,415	\$ 4,415
Step 3	\$ 4,910	\$ 4,910	\$ 4,910
 Golf			
Step 1	\$ 2,088	\$ 2,088	\$ 2,088
Step 2	\$ 2,152	\$ 2,152	\$ 2,152
Step 3	\$ 2,217	\$ 2,217	\$ 2,217

SCHEDULE C  
COACHING STAFF SALARY GUIDE  
2009-2010, 2010-2011 2011-2012

Coaching Staff	2009-2010	2010-2011	2011-2012
Certified Athletic Trainer (per season)			
Fall, Winter, Spring	\$ 6,044	\$ 6,044	\$ 6,044
Step 1	\$ 6,798	\$ 6,798	\$ 6,798
Step 2	\$ 7,554	\$ 7,554	\$ 7,554
Step 3			
Athletic Director Guide	\$ 9,751	\$ 9,751	\$ 9,751
Step 1	\$10,198	\$10,198	\$10,198
Step 2	\$11,330	\$11,330	\$11,330
Step 3			



SCHEDULE D  
REQUEST FOR COURSE APPROVAL

NAME: \_\_\_\_\_

Date Received by Superintendent's Office: \_\_\_\_\_

**NOTE:** Request for Course Approval must be submitted prior to course registration. Failure to do so may result in non-reimbursement.

List name of course, date to be taken and amount of tuition. Attach backup information to this request.

Course Title: \_\_\_\_\_

Course #: \_\_\_\_\_ Tuition: \_\_\_\_\_

# of Credits: \_\_\_\_\_ # of CEU's: \_\_\_\_\_  
(if applicable)

Course Description: \_\_\_\_\_

College: \_\_\_\_\_

Current Level of Advanced Degree & Credit Attainment: \_\_\_\_\_

Semester: Summer \_\_\_\_ 20 \_\_\_\_ Fall \_\_\_\_ 20 \_\_\_\_ Spring \_\_\_\_ 20 \_\_\_\_  
(course to be completed/  
taken after June 30<sup>th</sup>) (course must end by  
June 30<sup>th</sup>)

I plan on moving on the guide: Current Degree: \_\_\_\_\_  
FROM TO DATE

Upon completion of course, present your original grade and a copy of your tuition receipt to the Superintendent's office for reimbursement.

- ☐ Approved advancement/reimbursement
- ☐ Denied
- ☐ Please make an appointment to meet with the Superintendent to discuss your request.

Principal

Date

Superintendent

Date

White/Yellow: Superintendent's Office


Pink: Employee

ARTICLE XVIII  
DURATION


The provision of this Agreement shall be effective as of July 1, 2009 and shall remain in full force and effect until June 30, 2012 subject to the right of the Board and Association to negotiate for a modification of this agreement as provided in Article XI of said agreement, and subject to the provisions of Article I, Section B(2).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the year and day above indicated.

ATTEST:

  
ANDREW NEMEC  
Business Administrator/  
Board Secretary

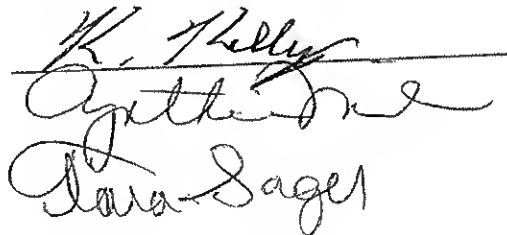
THE BOARD OF EDUCATION OF THE  
MANCHESTER REGIONAL HIGH SCHOOL  
DISTRICT

  
ELLEN FISCHER  
Board President

ATTEST:

MANCHESTER EDUCATION ASSOCIATION



  
K. Kelly  
Agatha Dine  
Dana Sage

# SUMMARY FORM

## COLLECTIVE BARGAINING AGREEMENT PUBLIC SECTOR / NON-POLICE & NON-FIRE

### Section I: Agreement Details

Public Employer: PC Manchester Regional Board of Education County: Passaic  
Employee Organization: UAW Local 2326 AFL-CIO Employees in Unit: 6  
Base Year Contract Term: 7/1/2009 6/30/2012 New Contract Term \_\_\_\_\_  
Type of Settlement: ☐ Mediated Settlement ☐ Fact-Finder Recommendation ☒ Voluntary Settlement ☐ Super Conciliation

		Column A Base Year - Total Costs (Last Year of Previous agreement)	Column B New Base Year - Total Costs (First Year of Successor agreement)
<b>Section II: Economic</b>			
Item 1	Salary	\$235,858	
Item 2	Increment	\$11,439	
Item 3	Longevity	\$0	
Item 4			
Item 5			
Item 6			
Item 7			
Item 8			
Item 9			
Item 10			
Item 11			
Item 12			
Any additional items list on separate sheet Additional Items			
<b>Section III: Totals</b> - Sum of costs in each column		\$247,297 (Total)	(Total)

### Section IV: Analysis of new successor agreement

### NEW AGREEMENT ANALYSIS

Total Base Year (previous agreement) \$247,297

Effective Date (m/d/yyyy) \_\_\_\_\_

Percent Increase \_\_\_\_\_

Total cost of increase ..

Total base salary (successor agreement) .....

*In negotiations*

### Section V: Impact of Settlement - average annual increase over term of agreement

Percentage Impact (average per year over term of agreement) \_\_\_\_\_

Dollar Impact (average per year over term of agreement) \_\_\_\_\_

*> no settlement*

### Section VI

Health Insurance (indicate costs associated on each line)

	Base Year	Year 1				
Cost of Health Plan .....	\$95,845					
Employee Contributions .....	\$917					
Prescription .....	\$0					
Dental .....	\$7,095					
Vision .....						

The undersigned certifies that the foregoing figures are true and is aware that if any of the foregoing items are false, s/he is subject to punishment.

### Section VII

Prepared by:

John Serapiglia

Title: Business Administrator

Print Name

Date: 6/12/2012

Signature

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 7/1/2009 thru 6/30/2012.

Employer: PC Manchester Regional HS School District

County: Passaic

Date: 6/12/2012

Name: John Serapiglia

Print Name

Title: Business Administrator

Signature

NEGOTIATIONS BETWEEN THE  
MANCHESTER REGIONAL HIGH SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND THE  
MANCHESTER EDUCATION ASSOCIATION  
FOR A SUCCESSOR AGREEMENT

EFFECTIVE JULY 1, 2009

MEMORANDUM OF AGREEMENT

The Negotiations Committees of the Manchester Regional High School District Board of Education (hereinafter referred to as the "Board") and the Manchester Education Association (hereinafter referred to as the "Association") agree to recommend the following to their respective bodies for ratification.

1. Term - Three (3) years from July 1, 2009 through June 30, 2012.
2. Salaries - Effective July 1, 2009 the 2008-2009 base salary shall be increased by 4.75% inclusive of increment and longevity.

Effective July 1, 2010 the base salary shall be increased 4.85% inclusive of increment and longevity.  
Effective July 1, 2011 the base salary shall be increased by 4.85% inclusive of increment and longevity.

Salary guides to be mutually developed and agreed upon.

3. Revision to Article III C

Raise class coverage from \$20/hour to \$30/hour.

4. Revision of Article XIV B.1

Increase the amount of tuition reimbursement from \$22,000 per year to \$24,000 per year for the durations of the three (3) year Agreement.

5. All proposals not contained herein or previously agreed upon are withdrawn.

6. All terms of the present Collective Negotiations Agreement not revised herein shall remain the same.

For the Board:

Ellen P. Fischer  
Ellen Fischer, Board President

Andrew Nemec  
Andrew Nemec, Business  
Administrator/Board Secretary

For the Association:

Cynthia Miller  
Cynthia Miller

Keith Kelley  
Keith Kelley

Tara Sager  
Tara Sager

DATED: 6/12/09

DATED 6/5/09

EXTRACT FROM THE MINUTES OF A MEETING OF THE BOARD OF EDUCATION OF  
**MANCHESTER REGIONAL H.S.**, PASSAIC COUNTY, NJ, AS RECORDED IN THE OFFICIAL  
MINUTE BOOK

The Board of Education of **MANCHESTER REGIONAL H.S.**, County of Passaic, New Jersey, convened in public session on June 11, 2009 in the Samuel Wiener Library.

The following members of the **MANCHESTER REGIONAL H.S.** Board of Education were present: Mrs. Abbasi, Mr. Almaita, Mr. Boyle, Mr. Ferrante, Mrs. Fischer, Mr. Nestico, Mr. Vander Molen.

The following motion was offered by Mr. Boyle, seconded by Mr. Nestico, and adopted by the Board of Education upon roll call vote.

**TITLE OF RESOLUTION: MEA Memorandum of Agreement**

**AYES:** Mrs. Abbasi, Mr. Almaita, Mr. Boyle, Mr. Ferrante, Mrs. Fischer, Mr. Nestico, Mr. Vander Molen


**NOES:** None

**ABSENT:** Mr. Demarest, Mrs. Elatab

**TEXT OF RESOLUTION:**

That the Board of Education accepts the negotiated Memorandum of Agreement for a successor agreement between the Manchester Regional High School Board of Education and the Manchester Education Association for the period of July 1, 2009 through June 30, 2012 as shown under Exhibit G.

I, Andrew Nemec, Secretary of the Board of Education **MANCHESTER REGIONAL HIGH SCHOOL**, in the County of PASSAIC, State of New Jersey, hereby certify that the foregoing extract from the minutes of the meeting of the **MANCHESTER REGIONAL BOARD OF EDUCATION** duly called and held on June 11, 2009 has been compared by me with the original minutes as officially recorded in my office in the minutes book of said **MANCHESTER REGIONAL H.S.** Board of Education is true, complete copy thereof and of the whole of said original minutes so far as the same related to the subject matter referred to in said extract. In witness I have hereunto set my hand and affixed the corporate seal of the **MANCHESTER REGIONAL HIGH SCHOOL** Board of Education this 12th day of June, 2009.

  
ANDREW NEMEC  
Business Administrator/  
Board Secretary